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VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF NORTHAMPTON

VIRGINIA STATE BAR EX REL
SECOND DISTRICT COMMITTEE
VSB Docket Nos. 16-021-104302, 16-021-104800

v.

Case No. CL16000205-00

SHANNON JONES DUNHAM

MEMORANDUM ORDER

THIS MATTER came to be heard on October 20, 2016, before a Three-Judge Circuit Court duly impaneled pursuant to Section 54.1-3935 of the Code of Virginia, 1950, as amended, consisting of The Honorable Everett A. Martin, Jr., Judge of the Fourth Judicial Circuit, Chief Judge presiding ("Chief Judge"), The Honorable Kenneth R. Melvin, Judge of the Third Judicial Circuit, and The Honorable Sarah L. Deneke, Judge of the Fifteenth Judicial Circuit (collectively the "Panel"). The Virginia State Bar appeared through Senior Assistant Bar Counsel M. Brent Saunders. Respondent appeared in person and through her counsel, Garrett W. Dunham, Esquire.

The Chief Judge swore the court reporter and polled the members of the Panel to determine whether any member had a personal or financial interest that might affect or reasonably be perceived to affect his or her ability to be impartial in these matters. Each member, including the Chief Judge, verified they had no such interests.

The Virginia State Bar and Respondent presented to the Panel Stipulations and Joint Recommendation for a Five-Year License Suspension with Terms, and Respondent presented Respondent's Proffer. Counsel for the parties then made arguments in support of the Panel

accepting the joint sanction recommendation. Respondent made a statement to the Panel following which the Panel retired to deliberate.

Following due deliberation, and upon consideration of the admitted exhibits, Stipulations and Joint Recommendation for a Five-Year License Suspension with Terms, Respondent's Proffer, and arguments presented, the Panel reached the unanimous decision to accept the fact and rule violation stipulations and joint sanction recommendation, and pursuant thereto found by clear and convincing evidence the following material facts and violations of the Virginia Rules of Professional Conduct:

I. MATERIAL FACTS

1. At all times relevant hereto, Respondent was an attorney licensed to practice law in the Commonwealth of Virginia and owned and operated a law firm in Northampton County, Virginia, with her husband, lawyer Garrett W. Dunham, called the Dunham Law Group, P.C.

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2. Respondent's elderly maternal great uncle, George N. Doughty ("Mr. Doughty"), appointed Respondent his attorney-in-fact pursuant to a Durable General Power of Attorney he signed on April 23, 2010.

3. Respondent did not actually begin using her powers as attorney-in-fact until mid-2014, after Mr. Doughty suffered a fall that required him to be hospitalized and then moved into a rehabilitation center and later a retirement home facility on the Eastern Shore. By the time Respondent started actually using her powers, Mr. Doughty was a 90-year-old widower suffering from myeloma, legal blindness and other health issues.

4. Respondent began accessing Mr. Doughty's accounts in or about mid-2014. Over an approximately 15-month period between June 2014 and September 2015, Respondent, acting under the auspices of attorney-in-fact for Mr. Doughty, took **in excess of \$100,000** of Mr. Doughty's monies out of his bank accounts for her personal use and benefit via cash withdrawals, transfers, checks and debit card purchases, including the following:

Bank of America Checking Account (xxxx xxxx 4000)

-Cash withdrawals:
6/17/14: \$100.00 (check);
6/19/14: \$5,000.00 (check);
7/2/14: \$1,000.00 (check);

9/26/14: \$440.00;
10/14/14: \$140.00;
11/17/14: \$402.50;
11/21/14: \$700.00;
11/28/14: \$542.50;
12/1/14: \$902.50;
12/5/14: \$603.00;
2/12/15: \$328.00;
3/6/15: \$16,119.63;
3/16/15: \$24,510.87;
7/3/15: \$243.50;
7/7/15: \$662.50;
7/10/15: \$803.50 and \$203.50;
7/13/15: \$503.50;
7/14/15: \$603.50;
7/15/15: \$603.50;
7/16/15: \$503.50;
8/7/15: \$503.50 and \$203.50;
8/24/15: \$800.00;
8/25/15: \$603.50;
8/27/15: \$1,000.00;
9/11/15: \$803.50; and
9/14/15: \$603.50
Total: \$59,433.50

-Purchase of food and personal and household items from Wal-Mart/Food Lion/
Kroger/Dollar General/Target/Sam's Club/Home Depot:

10/14/14: \$109.28;
11/10/14: \$161.21 and \$122.13;
11/17/14: \$34.68
11/24/14: \$400.55;
12/1/14: \$258.58;
12/19/14: \$153.20 and \$132.55;
2/24/15: \$245.10 and \$1,427.18;
3/4/15: \$256.39;
3/30/15: \$301.78;
5/1/15: \$100.64 and \$132.23;
7/6/15: \$192.70;
7/13/15: \$185.00;
7/17/15: \$446.02;
7/21/15: \$134.56;
8/24/15: \$73.81;
8/25/15: \$347.26;
8/26/15: \$180.67;
8/27/15: \$420.40;
9/4/15: \$391.56;

9/8/15: \$357.33 and \$1,280.74;

9/10/15: \$248.45; and

9/14/15: \$214.92 and \$96.01

Total: \$8,404.93

-Multiple food/gas/convenience store purchases beginning October 2014;

-DMV (10/9/14: \$234.75);

-Tire shop (11/17/14: \$325.90);

-Concert tickets (11/24/14: \$94.00);

-Onley Beverage (11/24/14: \$10.25);

-NNT Rommels AC (12/3/14: \$163.10);

-Post Office (12/5/14: \$112.00);

-Cleaners (12/22/14: \$36.50);

-Amazon (12/23/14: \$317.56);

-Scott Rug Cleaners (1/15/15: \$254.00);

-ABC Store (3/16/15: \$199.44);

-Payment to Anthem for a health insurance policy issued to Respondent's firm (4/2/15: \$3,261.08);

-Electric bill (4/21/15: \$238.55);

-Rejuvenating Body (5/28/15: \$345.00);

-A \$10.00 check issued to N&D Computing on 7/7/15;

-A \$1,500.00 check issued to Respondent's law firm on 7/15/15;

-Prism Pools & Spas (8/5/15: \$4,000);

-Cape Charles Animal Hospital (8/5/15: \$740.98);

-Ace Hardware (8/10/15: \$268.50);

-Stride Rite (8/12/15: \$72.00);

-Old Navy (8/17/15: \$80.30 and \$5.60);

- Hinnant Farms Vineyard (8/24/15: \$156.05);
- Shore Electronics (8/26/15: \$223.46 and \$10.93);
- JP Morgan Chase (Garrett W. Dunham Account) (8/26/15: \$6,961.32);
- Bay Creek Pro Shop (8/27/15: \$5,000.00);
- Eastern Shore Signs (8/27/15: \$208.66);
- Cape Charles Animal Hospital (8/27/15: \$48.07);
- Cape Charles Animal Hospital (8/28/15: \$19.72);
- Payment to Anthem for a health insurance policy issued to Respondent's firm (8/31/15: \$3,511.08);
- Royal Farms (8/31/15: \$75.00);
- Gull Hummock (9/8/15: \$100.00);
- Pulcinella Italian Restaurant (9/8/15: \$114.64);
- Life Vantage (9/8/15: \$330.39 and \$1,289.95);
- Care A Lot (9/9/15: \$434.56);
- Toys-R-Us (9/14/15: \$111.19);
- Tysons Service Inc (9/15/15: \$186.15); and
- Onancock Building Supply (9/16/15: \$ 65.55)

AND

Bank of America Money Market Savings Account (xxxx xxxx 1498)

-\$9,000.00 withdrawal on August 27, 2015

5. Respondent took those monies out of Mr. Doughty's bank accounts without Mr. Doughty's knowledge, consent or authorization, and thereby wrongfully misappropriated and converted those monies to her own use.

6. On April 14, 2015, Respondent issued a \$75,000.00 check from the Bank of America Checking Account (xxxx xxxx 4000) to her mother, Linda Jones. Respondent claims this amount represented an advance on her mother's inheritance. While Respondent's mother is a named beneficiary of Mr. Doughty's estate, the Durable General Power of Attorney signed on

April 23, 2010 did not grant Respondent the authority to make an advancement or virtually any other gift of Mr. Doughty's monies such that Respondent's disbursement of the \$75,000.00 to her mother was without proper authority.

7. On or about March 10, 2015, Respondent withdrew \$25,000.00 from a Riverfront Credit Union account which Mr. Doughty co-owned with two others, John W. Crumb and Marilyn D. Doughty, Mr. Doughty's step-brother and sister-in-law, respectively, whom Mr. Doughty had made co-owners of the account as part of his estate plan. Respondent subsequently transferred those monies to the Bank of America Checking Account (xxxx xxxx 4000) and withdrew the monies for her personal use and benefit¹. Respondent made the withdrawal from the Riverfront Credit Union Account without the approval or authorization of Mr. Doughty and against his wishes for that account to be undiminished for the benefit of John W. Crumb and Marilyn D. Doughty following Mr. Doughty's death.

8. Contemporaneous with the taking of Mr. Doughty's monies, Respondent failed to timely pay several of his bills, including invoices from the retirement home facility where Mr. Doughty was residing for the months of September, November and December 2014 and January-March 2015, resulting in the imposition of late fees and interest, cancellation of insurance policies, and embarrassment to Mr. Doughty.

9. The above conduct by Respondent was in contravention of her fiduciary duties as attorney-in-fact to act loyally, in good faith, within the scope of her authority, and in accordance with Mr. Doughty's expectations, estate plan and best interest.

10. On September 25, 2015, Mr. Doughty executed: i) a Revocation of Powers of Attorney revoking Respondent's powers of attorney; and ii) a new Last Will and Testament which, *inter alia*, removed Respondent as executrix of Mr. Doughty's estate.

11. Following the revocation of her attorney-in-fact powers, Respondent, in an attempt to justify and validate her taking of the over \$100,000 of Mr. Doughty's monies, prepared a bill listing more than \$13,000 for legal services she allegedly provided to Mr. Doughty at \$200 per hour between May 2009 and August 2015. The tasks listed were largely clerical or otherwise non-legal in nature such as traveling and organizing documents.

Mr. Doughty: i) did not sign any fee agreement until October 23, 2014, after the vast majority of tasks had allegedly been performed; ii) was never provided with a bill for legal services²; iii) never paid Respondent any fees for the services listed on Respondent's statement for legal services, which covers an approximately six-year period beginning in 2009 (five years before Respondent began using her attorney-in-fact powers); and iv) never authorized Respondent to actually take monies out of his accounts as payment of the services listed on

¹ This \$25,000 is included and is not in addition to the amounts itemized in paragraph 4.

² Respondent's October 23, 2014 fee agreement required monthly billings. Respondent did not complete the statement for legal services listing out charges from May 2009 through August 2015 until after her powers had been revoked on September 25, 2015.

Respondent's statement for legal services and was never informed by Respondent she had done so.³

12. Following the revocation of her attorney-in-fact powers, Respondent prepared a bill listing more than \$50,000 for services she allegedly provided as his attorney-in-fact between April 2014 and October 2015 for which she charged her normal \$200 hourly legal rate. Respondent did not prepare contemporaneous time sheets or billing statements and created the statement for services as attorney-in-fact based on notes after her powers were revoked. The services provided consisted of routine and ministerial tasks not requiring the exercise of professional skill, judgment or expertise in the law *or* attorney-in-fact powers, such as traveling, touring a retirement home facility, making telephone calls, checking on Mr. Doughty's house, packing and moving Mr. Doughty's property and setting up his room at the retirement home facility, taking him to medical appointments⁴, and taking him cash and personal items. In addition to charging him \$450-500 (plus mileage) each time she visited him at the retirement home facility, some of the other amounts claimed include: checking him out of the hospital (5/5/14: \$1,700.00); touring the retirement home facility (5/6/14: \$1,600.00); applying for admission to the retirement home facility (5/15/14 and 5/16/14: \$1,450.00); changing his address and making telephone calls (5/21/14: \$1,000.00); ordering a walker and working at his house (5/27/14: \$1,000.00); packing and moving his things (5/28/14: \$1,800.00; 4/3/15: \$1,000.00; 4/6/15: \$1,900.00; 4/7/15: \$1,800.00); setting up his room (5/29/14: \$1,600.00); assembling and delivering a walker (5/31/14: \$600.00); taking him cash (6/27/14: \$500.00; 8/8/14: \$500.00; 10/10/14: \$450.00; 10/11/14: \$450.00⁵); purchasing and taking him a \$30.00 fan (5/7/15: \$1,050.00); purchasing and taking him a razor (8/31/15: \$700.00); and taking him to medical appointments (5/8/14: \$450.00; 7/23/14: \$450.00; 11/19/14: \$300.00; 12/10/14: \$1,300.00; 12/31/14: \$900.00; 2/11/15: \$1,300.00; 2/25/15: \$1,300.00; 8/20/15: \$1,300.00; 9/4/15: \$1,000.00; and 9/10/15: \$1,300.00). She also charged him \$500.00 for visiting him on 3/3/15 for the supposed purpose of asking him for a personal loan.

The fees claimed are not only unreasonable but grossly excessive and unconscionable both individually and in total. Moreover: i) family members as well as retirement home staff were available to perform the tasks free of charge and Respondent refused and rebuffed those alternatives; ii) Respondent never provided Mr. Doughty with a bill for her charges as attorney-in-fact or an accounting nor informed him that she had taken any monies out of his accounts as fees for helping him; and iii) Mr. Doughty had no knowledge Respondent was charging him to help with his day-to-day activities much less in the enormous amounts Respondent claimed and never authorized Respondent to take monies out of his accounts as payment for providing such help.

³ It was only after Respondent gained access to Mr. Doughty's accounts that she paid herself monies she has claimed as payments of legal fees owed for services allegedly provided up to five years prior. In all, she credited a total of \$12,632.71 in such payments between June 2014 and September 2015 when her attorney-in-fact powers were revoked.

⁴ Respondent was also appointed to act as Mr. Doughty's agent for health care decisions pursuant to an Advance Medical Directive and Durable Medical Power of Attorney Mr. Doughty signed on April 23, 2010, under which Respondent was to receive no compensation.

⁵ Bank records show the amounts of cash withdrawn on those dates as: 6/27/14: \$500.00; 8/8/14: \$100.00; 10/10/14: \$100.00; 10/11/14: \$150.00.

13. In a further effort to justify her taking of Mr. Doughty's monies, Respondent claimed that Mr. Doughty agreed to loan her up to \$50,000 in March 2015. Respondent created a handwritten "Promissory Note" dated March 3, 2015 she prepared and signed, which purports to memorialize Mr. Doughty's authorization for Respondent to borrow up to \$50,000 from him "to save the houses in foreclosure & to pay the [h]ealth insurance to stop it from cancelling." The "Promissory Note" contains no interest or firm repayment terms. Mr. Doughty was not given an opportunity to consult with independent legal counsel and did not sign the "Promissory Note" or consent to a loan in writing. Prior to his death in January 2016, Mr. Doughty denied he had agreed to lend Respondent any money and disclaimed any knowledge of a note.

14. Respondent failed to withhold in trust and pay to the Internal Revenue Service payroll taxes owed by her law firm, the Dunham Law Group, P.C., for tax years 2009-2014, resulting in arrearages in excess of \$300,000 and the creation of liens in favor of the United States against the property of the Dunham Law Group, P.C. in the amounts of the arrearages. The liens were duly noticed and filed in the Northampton County Circuit Court and have not been released.

15. Respondent transferred funds from her firm's operating account at PNC Bank (Account No. xx-xxxx-4121) to her firm's trust account at PNC Bank (Account No. xx-xxxx-4148), including as follows:

<u>Date</u>	<u>Amount</u>
3/28/14	\$ 500.00
9/8/14	\$ 200.00
3/6/15	\$1,000.00
5/7/15	\$ 412.00
7/29/15	\$2,100.00
7/29/15	\$ 170.00
12/7/15	\$2,500.00
5/27/16	\$ 320.00

The above transfers demonstrate that: i) client monies which were required to be deposited/maintained in trust were either not deposited into trust or prematurely disbursed from trust; and/or ii) Respondent commingled excess personal funds into her firm's trust account.

16. Respondent does not perform reconciliations of her firm's trust account(s).

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17. In December 2006, Respondent was appointed by the Accomack County Circuit Court Clerk's Office as guardian of the estate of a minor, Henri A. Ramirez (DOB: 4/24/04) (File No. 200600316). At the time of the events underlying this complaint, the only asset of the estate was a money market account at PNC Bank (Account No. xx-xxxx-5167) ("custodial account") which had a balance of just under \$80,000.

18. As guardian, Respondent had the duty to file annual accountings with the Commissioner of Accounts for the Accomack County Circuit Court.

19. Respondent prepared and submitted to the Commissioner of Accounts for the Accomack County Circuit Court an accounting dated October 27, 2015, for the Henri A. Ramirez guardianship, which covered April 19, 2014-April 19, 2015 ("Accounting"). Respondent signed the Accounting certifying that it was a true and accurate accounting.

The Accounting listed: i) receipt of \$2,519.81 of interest into the custodial account between August 1, 2014 and September 30, 2014; and ii) disbursement of \$3,418.14 of attorney's fees paid to Respondent's law firm "Dunham Law Group".

20. \$2,500.00 of the \$2,519.81 reported as interest was actually a personal check Respondent deposited into the custodial account on August 1, 2014. Respondent subsequently withdrew from the custodial account \$1,200.00 on August 1, 2014, and transferred from the custodial account to her firm's trust account \$1,300.00 on August 4, 2014.

21. The source of the \$2,500.00 was a personal check made payable to Respondent as an advance fee payment for a legal representation and was thus required to be deposited in trust. Respondent did not deposit the check into her firm's trust account and instead deposited it into the custodial account because, according to Respondent, she needed the funds immediately and knew the custodial account contained funds exceeding the amount of the check such that she could obtain funds immediately without having to wait for the personal check to clear.

22. Respondent's depositing of the personal check into the custodial account for the purpose of securing access to funds from that account was improper, constituted commingling of third-party funds with funds belonging to the minor, and was an otherwise improper use of the account outside the scope of Respondent's duties and powers as guardian.

23. Respondent's designations on the accounting of the \$2,500.00 deposit as interest and the \$2,500.00 in withdrawals as attorney's fees paid to her law firm "Dunham Law Group" were untrue and falsely indicated those monies had been received and paid out in conjunction with the guardianship.

II. VIOLATIONS OF THE VIRGINIA RULES OF PROFESSIONAL CONDUCT

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RULE 1.3 Diligence

(a) A lawyer shall act with reasonable diligence and promptness in representing a client.

RULE 1.5 Fees

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;

- (4) the amount involved and the results obtained;
 - (5) the time limitations imposed by the client or by the circumstances;
 - (6) the nature and length of the professional relationship with the client;
 - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
 - (8) whether the fee is fixed or contingent.
- (b) The lawyer's fee shall be adequately explained to the client. When the lawyer has not regularly represented the client, the amount, basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

RULE 1.7 Conflict of Interest: General Rule.

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
- (2) there is significant risk that the representation of one or more clients will be materially limited by ... a personal interest of the lawyer.

RULE 1.8 Conflict of Interest: Prohibited Transactions

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
- (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client;
 - (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and
 - (3) the client consents in writing thereto.

RULE 1.15 Safekeeping Property

(a) Depositing Funds.

- (1) All funds received or held by a lawyer or law firm on behalf of a client or a third party, or held by a lawyer as a fiduciary, other than reimbursement of advances for costs and expenses shall be deposited in one or more identifiable trust accounts...
- (3) No funds belonging to the lawyer or law firm shall be deposited or maintained therein except as follows:
 - (i) funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution or to maintain a required minimum balance to avoid the imposition of service fees, provided the funds deposited are no more than necessary to do so; or
 - (ii) funds in which two or more persons (one of whom may be the lawyer) claim an interest shall be held in the trust account until the dispute is resolved and there is an accounting and severance of their interests. Any portion finally determined to belong to the lawyer or law firm shall be withdrawn promptly from the trust account.

(b) Specific Duties. A lawyer shall:

- (3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them

...

(5) not disburse funds or use property of a client or third party without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

(d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

(3) Reconciliations.

(i) At least quarterly a reconciliation shall be made that reflects the trust account balance for each client, person or other entity.

(ii) A monthly reconciliation shall be made of the cash balance that is derived from the cash receipts journal, cash disbursements journal, the trust account checkbook balance and the trust account bank statement balance.

(iii) At least quarterly, a reconciliation shall be made that reconciles the cash balance from (d)(3)(ii) above and the subsidiary ledger balance from (d)(3)(i).

(iv) Reconciliations must be approved by a lawyer in the law firm.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law;

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(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law;

III. DISPOSITION

Accordingly, and having unanimously accepted the joint sanction recommendation, the Panel reached the unanimous decision that Respondent's license to practice law in the Commonwealth of Virginia should be suspended for a period of five (5) years with terms, effective immediately. **THEREFORE, IT IS HEREBY ORDERED** that the license of Respondent, Shannon Jones Dunham, to practice law in the Commonwealth of Virginia, be, and the same hereby is, **SUSPENDED for a period of FIVE (5) years, effective October 20, 2016, with terms.** The terms with which Respondent must comply are as follows: Respondent shall pay restitution to the Estate of George N. Doughty in the amount of \$100,000.00 by November 1, 2017, and provide proof of compliance to the Office of Bar Counsel by that date. If Respondent fails to comply with the terms, the alternative disposition shall be the revocation of Respondent's license to practice law in the Commonwealth of Virginia.

IT IS FURTHER ORDERED pursuant to the provisions of Part Six, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia, that Respondent shall forthwith give notice, by certified mail, return receipt requested, of the suspension of her license to practice law in the Commonwealth of Virginia to all clients for whom she is currently handling matters and to all opposing attorneys and presiding judges in pending litigation. Respondent shall also make appropriate arrangements for the disposition of matters then in her care, in conformity with the wishes of her clients. Respondent shall give such notice within 14 days of the effective date of the license suspension, and make such arrangements as are required herein within 45 days of this effective date of the license suspension. Respondent shall furnish proof to the Clerk of the Disciplinary System of the Virginia State Bar within 60 days of the effective date of the license suspension that such notices have been timely given and such arrangements for the disposition of

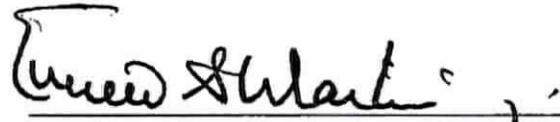
matters made. Issues concerning the adequacy of the notice and the arrangements required herein shall be determined by the Virginia State Bar Disciplinary Board.

Pursuant to Part Six, Section IV, Paragraph 13-9 of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System of the Virginia State Bar shall assess costs.

IT IS FURTHER ORDERED that the Clerk of this Court shall send a copy *teste* of this order to: i) Respondent at her address of record with the Virginia State Bar: The Dunham Law Group, 16410 Courthouse Rd., PO Box 790, Eastville, VA 23347; ii) counsel of record; and iii) Barbara Sayers Lanier, Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main St., Ste. 700, Richmond, VA 23219-0026.

These proceedings were recorded by Ronald Graham and Associates. Inc., 3812 Forest Glen Rd., Virginia Beach, VA 23452-2907, telephone number (757) 490-1100.

ENTERED this 21st day of November, 2016.
nunc pro tunc Oct. 20, 2016.


The Honorable Everett A. Martin, Jr.
Chief Judge

Northampton Co. Circuit Court
I certify that the document to which this authentication is affixed is a true copy of a record in the Northampton County Circuit Court, that I have custody of that record and I am the custodian of that record.
A TRUE COPY.
TESTE: TRACI L. JOHNSON, CLERK

By: _____, Deputy Clerk

SEEN AND AGREED:

VIRGINIA STATE BAR

By: 
M. Brent Saunders
Senior Assistant Bar Counsel

AND


Garrett W. Dunham
Respondent's Counsel